

Questions and Answers

1. The locum tenens industry is interested in protecting the independent contractor status of the physician. In fact, employment of physicians is known in many states as the “Corporate Practice of Medicine” and is illegal. (It is not illegal in the Commonwealth of Virginia) For this reason, we need the following changes to the contract to replace several words with employment connotation with words that better express the true nature of the locum tenens company with the physician and client.
 - 1.1 Page 4 of 28, 2.0 SCOPE OF WORK, Will they replace the word “providing” with “referring” on the first line of the sentence?
 - 1.2 Page 5 of 28, 2.1 Will they replace “presented” with “referred” and “placement” with “assignment” in the last line of the paragraph?
 - 1.3 Page 8 of 28 Will they replace “supplied” with “referred” in the first two lines on this page?
 - 1.4 Page 9 of 28, 2.5 Will they replace “placed” with “referred” in the second line of this paragraph?
 - 1.5 Page 9 of 28, 2.9 Will they replace this paragraph:

PROFESSIONAL DEVELOPMENT: The Contractor shall provide for the continuing education and professional development of the physician. The Contractor shall make the physician available, as the Purchasing Agency requires, for orientation and training in the Purchasing Agency’s policies and procedures, rules and regulations.

With this one:

PROFESSIONAL DEVELOPMENT: The Physician, as an independent contractor, will be responsible for the continuing education and professional development of the physician. The Contractor shall require the physician to be available, as the Purchasing Agency requires, for orientation and training in the Purchasing Agency’s policies and procedures, rules and regulations.

- 1.6** Page 9 of 28, 2.10 Will they replace this paragraph:

WORK AREA: The Purchasing Agency will provide the space, equipment and supplies (both medical and administrative), furniture, fixtures and utilities (including telephone) and other reasonable items required by the Contractor for use by the physician while the physician is performing services as requested by the Purchasing Agency.

With this one:

WORK AREA: The Purchasing Agency will provide the space, equipment and supplies (both medical and administrative), furniture, fixtures and utilities (including telephone) and other reasonable items required by the physician while the physician is performing services as requested by the Purchasing Agency.

- 1.7** Page 10 of 28, 3.0 Will they change the first two bulled points to read:
Name of Physician Referred
Location of assignment
- 1.8** Page 13 of 28, 6.2.1.2 Will they change “including credentialing process” to “including credentials verification process”? (Locum Tenens companies don’t grant privileges, so we don’t have a credentialing process.)

ANSWER: Items 1.1 through 1.8 are requested changes to the Scope of Work. We will not make these changes by issuing an Addendum to the RFP. The Offeror may include these changes in their submitted response to the proposal. If the Offeror makes it through the evaluation of proposals to the short list of Offerors to negotiate with, at that time we may discuss these changes to the contract, being negotiated with that Offeror.

- 2.** Page 9 of 28 Will they clarify 2.6 to help us understand what types of expenses are associated with credentialing and acceptance/scheduling?

ANSWER: The cost incurred would include National Data Bank fee, AMA Profile fee and the time for the professional staff spent on the credentialing review committee.

3. Page 18 of 28, 8.15.2 Will they accept self insurance for Employers Liability (8.15.2)

ANSWER: Yes, with documentation that will verify this.

4. Page 18 of 28, 8.15.4 Will they delete requirement for automobile liability, since we will not be using automobiles in provision of services? (8.15.4)

ANSWER: No. The physician will be using his or her vehicle on State property in the performance of the services required under the contract.

5. Page 20 of 28, Page 6.2.1.3 Will they change “assigned” to “referred” in the last line of this paragraph?

ANSWER: No. This is a question that requires a response of the Offeror. How the Offeror answers the question is the responsibility of the Offeror.

6. Page 13 of 28, 6.2.1.4 Will they change this paragraph from:

Describe the continuing education program that is either provided to or required of locum tenens physicians. Also, comment on any ongoing quality assurance programs.

To this:

Comment on any ongoing quality assurance programs.

(Locum Tenens companies do not require nor do they provide continuing education programs. The physicians are independent contractors, and as such, have this responsibility. LT clients determine what continuing education is required.)

ANSWER: No. This is a question that requires a response of the Offeror. How the Offeror answers the question is the responsibility of the Offeror.

7. **Section 2.3 Working Hours Need Clarification:**

Just to be clear . . . any major change in status involving on call coverage, weekend, or overtime hours, may result in the renegotiation of the physician's daily rate of compensation . . . does this mean that the physician would be paid for these services when rendered (meaning daily rate would increase) and would only be reduced should they stop taking call or working overtime?

ANSWER: The daily rate would not be increased. In the present contracts cost are listed in the pricing schedule for the following categories per type of physician (Psychiatrist – Adult, Psychiatrist – Pediatric, and Internal Medicine/Family Care)

Maximum Daily Rate

Overtime per Hour

On-call Rate per Night

On-Call Rate per Weekend

We would only negotiate a different rate if there were a dramatic change in the normal requirement of the time (hours) in the listed categories. This has never happened over the many years we have had locum tenens services contracts and do not anticipate this happening in the future.

8. **Section 8.14 Default: Question**

Does this section apply to locum tenens companies, which all work on a best efforts agreement? If we would like to have this section removed what is the best place to add this to our RFP?

ANSWER: Yes, this term and condition applies to the locum tenens companies. The Offeror may include this request to remove this term in their submitted response to the proposal. If the Offeror makes it through the evaluation of proposals to the short list of Offerors to negotiate with, at that time we may discuss these changes to the contract, being negotiated with that Offeror.

9. In case of failure to deliver goods or services, , , DBHDS. . . may hold the contractor responsible for any resulting additional purchase and admin costs.

ANSWER: An example is as follows:

A locum tenens company submits a physician for consideration and the physician is accepted. The physician does not show up on the first day and we are forced to find coverage to cover the time slots assigned to the Physician until a replacement can be provided by the locum tens company or another locum tenens company. The locum tenens company would be responsible for costs of overtime paid to another doctor to cover for the missing doctor.

- 10.** Section 9.5 and 9.6: Question/Concern
These sections state that the contractor is responsible for supervising and directing the physician. All providers are independent contractors and locum tenens can not be responsible for supervising the physicians at the facility or in medical evaluation.
Does this section apply? Also, what is the best place to address the independent contractor status in the response?
- 11.** Page 20 of 28, 9.5 and 9.6 Since this contract is for referral of locum tenens physicians and not healthcare services, will they acknowledge that the physician is not a subcontractor? (9.5 and 9.6) If not, will they delete 9.5? (They have acknowledged earlier in the contract that they will be supervising the physician. 2.2.1, 2.3, 2.10.

ANSWER TO QUESTION 10 & 11: These two Special Terms and Condition apply to the contractor (the Locum Tenens Service Company). The contractor may not hire a subcontractor to provide this service to the Commonwealth without the Commonwealth's written approval and if the Commonwealth of Virginia did give written approval to allow the contractor to do this, the contractor could not be relieved of their responsibilities to provide the services required under the contract. It does not apply to the Physicians provided under the contract.